REPUBLIC ASSOCIATES OF WISCONSIN, INC.

1109 N. Mayfair Rd., Suite 110 Wauwatosa, WI 53226

Phone: (414) 258-0555
1 (800) 776-3635
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MEMORANDUM

TO: Manchester Village Board of Directors
2400 W. Good Hope Road
Glendale, WI 53209

FROM: Craig Lemke
Republic Associates of WI, Inc.

DATE: June 22, 2007

RE: Potential Liability Hazards

I understand some unit owners have placed stepping stones or have created patio extensions in common areas contrary to the bylaws of the association. As the insurance agent for the condo association I have to recommend against this practice. It is unwise for the association to allow any alterations to common areas other than those done by the association. To do otherwise has the potential to create a liability exposure for the association based on the action of an individual unit owner. Even with a small likelihood of incident, it is a risk not worth taking by the association.

Insurance companies expect claims. They also expect their insured's to do all within their power prevent claims by maintaining safe conditions. If there were a claim and the insurance company learned that it resulted from the association allowing activity contrary to the bylaws, it would put the management of the association in a negative light. They would rightfully feel that the claim could have been prevented by simple enforcement of the by laws. This could lead to increased premiums or even cancellation of insurance.

It is my suggestion that common areas are brought into compliance with the bylaws and that they are maintained that way.

Sincerely,

Craig Lemke

Craig Lemke, *President*
Paul Polaski, *Associate*
Peter J. West, *WMBD Insurance*
Ralph L. McCarthy Sr., *McCarthy Financial Services*
Gerald P. Scott, *Associate*
Herb Edlund, *Associate*
Robert A. Dempsey, *Associate*
Bob Maynard, *Associate*

MANCHESTER VILLAGE OWNERS ASSOCIATION, INC.
2400 WEST GOOD HOPE ROAD
GLENDALE WI 53209
414-352-5054
FAX: 414-352-7148

01-03-11

To: Unit Owners/Residents
From: Board of Directors

Re: Legal Opinion of Strict Enforcement of Declaration, By-Laws, Amendments, Rules and Regulations.

Please keep this Document with copies of your Declaration and By-Laws, Amendments, Executive Summary and other Rules and Regulations.

Thank you.

Law Office of
MARTIN J. GREENBERG, LLC

3127 West Wisconsin Avenue
Milwaukee, WI 53208
414-271-4848 phone
414-271-1884 fax

Martin J. Greenberg

Jill Draeger

MEMORANDUM

DATE: December 15, 2010

TO: Michael Marx

FROM: Martin J. Greenberg

RE: Legal Opinion

Michael:

Here is the proposed legal opinion, with attachments, that we should send to the Board. Please make one final review.

Law Office of
MARTIN J. GREENBERG, LLC

3127 West Wisconsin Avenue
Milwaukee, WI 53208
414-271-4849 phone
414-271-1884 fax

Martin J. Greenberg

Jill Draeger

MEMORANDUM

DATE: December 15, 2010

TO: Manchester Village

FROM: Martin J. Greenberg

Manchester Village Owner's Association, Inc. was created as a condominium association to provide for the administration, maintenance, preservation, and control of the condominium commonly known as Manchester Village. According to the Declaration, "The Condominium shall be operated by a non-profit corporation known as Manchester Village Owner's Association, Inc., referred to as the Association, organized under Chapter 181 of the Wisconsin Statutes. The affairs of the Association shall be managed by a board of directors consisting of seven (7) persons.

Article II (Application, Membership and Initial Organization) of the By-laws clearly indicates that the By-laws, together with the Declaration of Condominium, all amendments to the forgoing, all rules and regulations passed by the Association and Chapter 703 of the Wisconsin Statutes, shall apply to the governance and control of the condominium property.

Article V, Section 3 (Duties) of the By-laws gives the Board of Directors all powers and duties necessary for the administration of the Condominium property.

Any unit owner of Manchester Village upon accepting the deed to their unit agrees to abide by all rules and regulations of Manchester Village Condominium pursuant to the Restatement of Declaration of Condominium of Manchester Village Condominium and By-laws of Manchester Village Owner's Association, Inc. The Board, in turn, is responsible for assuring strict compliance with such documents by all unit owners.

Article III of the Declaration (Description of General Common Elements) states that all areas that are not specifically defined as part of the Unit or limited Common Elements are Common Elements. The maintenance, management and care of the Common Elements, and in some instances the limited Common Elements, are imposed by the Declaration upon the Association.

There are specific prohibitions in our documents as to what a unit owner can do. Article VIII (Maintenance, Alteration and Improvement of Condominium), Section 5, indicates the unit owner shall not paint or alter the appearance of the Common Elements. Likewise, Section 10 of the same Article indicates that "The Association shall not make or permit any alteration to the exterior of any buildings or make any substantial alterations of a structural nature to the Common Elements without vote or written consent of two-thirds (2/3) of all unit owners present, by proxy or petition."

Article VIII, Section 1(d) of the Declaration indicates that a unit owner shall repair, replace/or incur the cost associated with any portion of the Common Elements damaged by the owner or owner's family, guests, invitees, or any occupants of the unit.

Article VIII (Obligation of the Unit Owners) of the By-laws, indicates that every Unit Owner must perform promptly all maintenance and repair work within his own unit and with or on the Unit - Limited Common Elements appurtenant to his/her unit.

Article VIII, Section 2 (Use of Common Areas and Facilities) indicates that no Unit Owner shall place or cause to be placed any objects of any kind in the Common Elements.

Wisconsin Statute §703.06 (Alterations Prohibited) indicates that no Unit Owner may make any alteration that would jeopardize the soundness or safety of the property, reduce the value thereof, impair any easement or hereditament, or change the exterior appearance of any unit or any portion of the Condominium not part of the unit.

Wisconsin Statute §703.13 (Percentage Interests), paragraph 5, Section 5 (Alterations within Units) indicates that a unit owner may make improvements or alterations within his or her unit that do not impair the structural integrity or lessen the support of any portion of the condominium and that it would not create a nuisance substantially affecting the use and enjoyment of other units or the common elements. A unit owner may not change the exterior appearance of the unit or of any other portion of the condominium without the permission of the Board of Directors of the Association.

I am also attaching Article VIII of the Declaration that deals with unit owners' responsibility as to maintenance, alteration and improvement of the Condominium, as well as Article VIII of the Bylaws, Obligation of Unit Owners with respect to the same topic.

You should also be aware that Wisconsin does have a statutory procedure outlined in Wisconsin Statute §703.13(5)(m) entitled "Improvements to Limited Common Elements," that states that "if permitted by condominium instruments and subject to the rights of other condominium unit owners and to any restrictions or limitations specified in the condominium instruments, a unit owner may improve or make changes to the limited common elements appurtenant exclusively to that owner's unit if all of the statutory conditions as set forth in §703.13(5)(m) are met." I have attached for your edification a copy of the subject statute.

We have encountered over the past several years attempts by unit owners to violate these specific statutory, Declaration, and By-law provisions. This would include, but not be limited to, trimming or removing bushes, creating pathways, or shoveling areas that are common element for purposes of ingress or egress to the unit, and placing lighting on the exterior walls of the condominium property, to name a few.

Several years ago we had asked all unit owners to remove stepping stones which were violations of the documents with respect to encroachment upon the common elements. We are currently involved in a lawsuit involving whether a unit owner has the right to cut or trim or remove bushes.

These issues have become serious issues for Manchester Village Condominium and can involve legal enforcement by the Association if violated. We would ask you all to review these rules and make certain that you are in strict compliance with them.

MANCHESTER VILLAGE OWNERS ASSOCIATION, INC.
2400 WEST GOOD HOPE ROAD
GLENDALE, WI. 53209
414-352-5054
FAX: 414-352-7148

05/19/11

To: All Unit Owners/Residents

Re: Invading or Damaging the Common Areas and Mr. Lemke's Letter

In the last several years, Manchester Village has experienced a rash of problems with unit owners relative to invading, altering, and utilizing the Common Elements, in violation of our Declaration, By-Laws, and Wisconsin Statutes. These violations have included, but are not limited to, the placing of stepping stones in common areas, the trimming and removal of bushes, shoveling snow in order to create pathways, creating new means of ingress and egress into the Common Elements, and putting lighting on the Common Elements.

Article VIII, Section 5 of the Declaration states that a unit owner shall not paint or alter the appearance of the Common Elements. Article VIII, Section 2 of the By-Laws, indicates that no unit owner shall place or cause to be placed any objects of any kind in the Common Elements. Wisconsin Statute 703.06 further indicates that a unit owner may not alter the appearance of the exterior of a unit or any portion of the Common Elements.

The Declaration and By-Laws provide for reimbursement to the Association for such violations, including Article VIII, Section 3 of the Declaration states that every unit owner shall immediately reimburse the Association for any expenditure incurred in repairing or replacing any part of the Common Elements in any manner damaged by such unit owner. Article VIII, Section 1 of the By-Laws further indicates that every unit owner within seven (7) days of receiving a bill by the Association shall reimburse the Association for any expenditures incurred in repairing or replacing any part of the Common Elements in any manner damaged by such unit owner, and family member, tenant, or guest, invitee, employee or occupant of a unit.

Finally, paragraph 2 of the Second Amendment to Restatement of Declaration of Condominium of Manchester Village Condominium indicates that a unit owner is responsible for paying legal fees in the event Manchester Village Owner's Association, Inc. is required to enforce the Declaration, By-Laws, Rules and any Regulations. Manchester Village Owner's Association, Inc. is duly empowered by the Declaration to manage the affairs of the Association and shall ensure that unit

owners strictly comply with the Declaration, By-Laws, and Rules and Regulations of the Condominium Association.

What is more disconcerting is the fact that by engaging in such activities we jeopardize our liability insurance coverage. In a memorandum received May 7, 2011 from Craig Lemke of Republic Associates of Wisconsin, Inc., he states as follows:

> I understand some unit owners have shoveled pathways in the snow in common areas where no sidewalks exist contrary to the By-Laws of the Association. As the insurance agent for the Condo Association I have to recommend against this practice. It is unwise for the Association to allow any alterations to common areas other than those done by the Association. To do otherwise has the potential to create a liability exposure for the Association based on the action of an individual unit owner. Even with a small likelihood of incident, it is a risk not worth taking by the Association.
>
> Insurance companies expect claims. They also expect their insured's to do all within their power to prevent claims by maintaining safe conditions. If there were a claim and the insurance company learned that it resulted from the Association allowing activity contrary to the By-Laws, it would put the management of the Association in a negative light. They would rightfully feel that the claim could have been prevented by simple enforcement of the By-Laws. This could lead to increased premiums or even cancellation of insurance.
>
> It is my suggestion that common areas are brought into compliance with the By-Laws and that they are maintained that way.

We as a Board take the violations of our Declaration seriously, especially when they involve the potential loss of our insurance or of an increased premium.

In addition, to a strict requirement of enforcing our documents, the Board is interested in maintaining the best insurance possible at the best possible rates. Violators of the Condominium documents jeopardize our insurance as well as the well-being of all unit owners.

Sincerely,

Michael J Marx

Michael Marx
President

AUG 3 0 2011

Law Office of
MARTIN J. GREENBERG, LLC

3127 West Wisconsin Avenue
Milwaukee, WI 53208
414-271-4849 phone
414-271-1884 fax

Martin J. Greenberg

Jill Draeger

August 10, 2011

Michael Marx
Manchester Village Owners Association
2400 W. Good Hope Road
Glendale, WI 53209

Dear Michael:

On August 3, 2011, I had the opportunity to visit with you and Wayne Ruh with respect to various issues as it relates to the management of Manchester Village Owners Association, Inc. As part of our meeting, we engaged in a walk-about of the premises and I noticed many violations of objects or alterations to the common area rule, including stepping stones, planters, and lights, to name a few.

In June of 2007 I rendered a legal opinion relative to Patio Extensions - Stepping Stones and the various violations of the condominium documents as well as state statutes that the placement of those stepping stones in the common elements constituted. I am attaching for your review a copy of that legal opinion.

At a recent mediation hearing involving one of the lawsuits brought by Manchester Village against a unit owner, the defending unit owner claimed there were numerous violations of common element alterations and non-enforcement by the Board. Although this is not true and you have done an excellent job in enforcing your condominium documents, we do have occasional violations and we need to take action against those violators to strictly enforce our documents.

As a result therefor, I would ask that you order your staff to take an inventory of outside common area encroachments/alterations. Violators should be sent a copy of this memorandum along with the previous legal opinion, and we should thereafter be asking for removal of the encroachment/alterations within five (5) days of notice of the same or the Condominium Association will need to remove the subject encroachments/ alterations using self-help.

It is also my understanding that a memo was sent to all unit owners in May of 2011, a copy of which is attached, once again addressing problems with unit owners invading, altering, and using the common elements in violation of our Declaration, By-Laws and Wisconsin Statutes. More importantly, the subject letter to unit owners contained a passage from a May 7, 2011 memorandum from Craig Lemke of Republic Associates of Wisconsin, Inc. regarding potential liability hazards for which he stated:

> I understand some unit owners have shoveled pathways in the snow in common areas where no sidewalks exist contrary to the bylaws of the association. As the insurance agent for the condo association I have to recommend against this practice. It is unwise for the association to allow any alterations to common areas other than those done by the association. To do otherwise has the potential to create a liability exposure for the association based on the action of an individual unit owner. Even with a small likelihood of incident, it is a risk not worth taking by the association.
>
> Insurance companies expect claims. They also expect their insured's to do all within their power to prevent claims by maintaining safe conditions. If there were a claim and the insurance company learned that it resulted from the association allowing activity contrary to the bylaws, it would put the management of the association in a negative light. They would rightfully feel that the claim could have been prevented by simple enforcement of the bylaws. This could lead to increased premiums or even cancellation of insurance.
>
> It is my suggestion that common areas are brought into compliance with the bylaws and that they are maintained that way.

With the potential loss of our insurance, with the potential for creating defenses to claims, and with the potential for a claim of not strictly enforcing our condominium documents, I ask that all common areas be brought into compliance with our documents and state statutes immediately.

Sincerely,

Martin J. Greenberg

MJG:mjs

MANCHESTER VILLAGE OWNERS ASSOCIATION, INC.
2400 WEST GOOD HOPE ROAD
GLENDALE, WI. 53209
414-352-5054

06/23/08

To: Unit Owners/Residents
From: Board of Directors

Re: Damage to the interior of units

Please find attached legal opinion from Attorney Martin Greenberg as to the responsibility of Manchester Village Owners Association, Inc. regarding damage to the interior of units.

Please keep this document with your Decs & By-Laws, Executive Summary, Amendments, Rules and Regulations, and other MVOA documents.

Thank you.

Martin J. Greenberg
Brad L.F. Hoeschen
Navdeep Singh
Jill Draeger
Jordana Thomadsen



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Milwaukee, WI 53208
414-271-4849
(fax) 414-271-1884
greenberglaw@greenberg-hoeschen.com

GREENBERG & HOESCHEN, LLC

A Limited Liability Company

Attorneys at Law

June 16, 2008

Manchester Village Board of Directors
and all Unit Owners
2400 West Good Hope Road
Glendale, WI 53209

Ladies and Gentlemen:

I have been asked to give a legal opinion as to the responsibility of Manchester Village Owners' Association, Inc. (the "MVOA") regarding damage to the interior of units from any cause, including, but not limited: roof or water leaks, pipe leaks, floods, fire, mold, rodents, or insects.

Please find attached the subject opinion. In light of this opinion, it is important for each and every Unit Owner to check with their insurance carrier to make sure that their owner's policy covers damages caused by Common Elements outside of the Unit.

In addition, MVOA might further consider amending the Declaration and Bylaws to specifically state the MVOA has no responsibility for damage caused by or from a Common Element to a condominium unit and that all maintenance and repairs of the unit resulting from a Common Element are the responsibility of the Unit Owner.

Sincerely,

Martin J. Greenberg

MJG:mjs

GREENBERG & HOESCHEN

Martin J. Greenberg

Brad L. F. Hoeschen

Navdeep Singh

Jill Draeger

Jordana Thomadsen

3127 West Wisconsin Avenue
Milwaukee, WI 53208
Phone: 414-271-4849
Fax: 414-271-1884

June 16, 2008

Manchester Village Board of Directors
2400 West Good Hope Road
Glendale, WI 53209

You have requested a legal opinion as to the responsibility of Manchester Village Owner's Association, Inc. (the "MVOA") regarding damage to the interior of units from any cause, including, but not limited to: roof or water leaks, pipe leaks, floods, fire, mold, rodents, or insects.

The MVOA is responsible for the repair of the Common Elements and Building-Limited Common Elements pursuant to the Restatement of Declaration of Condominium of Manchester Village Condominium ("Declaration"). Article IV of the Declaration (Description of Building – Limited Common Elements) states that the Building – Limited Common Elements includes the roofs. There is therefore no question that the MVOA is responsible for any roof repair, which would presumably be the cause of mold or water damage to a unit. However, the Declaration does not state that the MVOA is responsible for repairs to a unit that are caused by a common element.

Article I, Section 1 of the Declaration defines a "Unit" as:

[T]he space or area and portions of a building contained within the boundaries of each of the two hundred seventy-two (272) units located in five (5) multi-family buildings... the boundaries of each unit being as follows:

(a) The vertical boundaries shall be: the interior undecorated surfaces of the perimeter walls of the unit on each floor or floors of such unit.

(b) The horizontal boundaries shall be: (i) lower boundary – the plane or planes of the upper surface of the base floors, (ii) upper boundary – the plane or planes of the interior undecorated ceilings.

(c) All window, window frames and doors, including all glass in windows and doors, shall be considered a part of the unit.

From the definition, the unit includes all drywall and interior ceilings that could contain mold, water damage, or water stains. The unit owners are responsible for the repair and maintenance of their units. Article VIII of the Declaration (Maintenance, Alteration and Improvement of Condominium), Section (1)(a) states "Each unit owner shall maintain in good condition, repair and replace all components or installations within or appurtenant to the unit including but not limited to ... interior walls..." Article VIII, Section 1 of the By-Laws of Manchester Village Owners Association, Inc. ("By-Laws") similarly states "Every unit owner must perform promptly all maintenance and repair work within his own unit..." Neither the Declaration nor the By-Laws limit or restrict the unit owner responsibility to exclude repairs or maintenance for any damage caused by a common element, such as a water leak from outside.

Unit owners would be responsible for any damage to personal property or contents in the unit as a result of the afore-mentioned, as well as any damage that might be caused to those individual storage lockers, including contents, in the elevator and townhouse buildings.

Wisconsin law regarding condominiums is contained in Chapter 703 of the Wisconsin Statutes. Wisconsin does not have a statute that requires a condominium association to pay for testing or repairs to a condominium unit for damage caused by a common element. Likewise, Wisconsin courts have not decided a case that imposed this responsibility upon a condominium association.

CONCLUSION

It is clear that Wisconsin law currently does not impose a duty upon a condominium association to repair damage to a condominium unit caused by a common element. In addition, the Declaration and By-Laws state that repairs to the unit, including the interior walls, are the responsibility of the unit owner.

Martin J. Greenberg

Law Office of
MARTIN J. GREENBERG, LLC

3127 West Wisconsin Avenue
Milwaukee, WI 53208
414-271-4849 phone
414-271-1884 fax

Martin J. Greenberg

Jill Draeger

July 20, 2011

Manchester Village Owner's Association, Inc.
2400 W. Good Hope Road
Glendale, WI 53209

Legal Opinion – Maintenance and Repair of Drainage Pipes

Dear Board of Directors:

You have requested a legal opinion as to the responsibility for the maintenance and repair of the drainage pipes located at Manchester Village Condominium.

Issue: Who is responsible for the maintenance and repair of the drainage pipes located at Manchester Village Condominium?

Facts: On May 20, 2011, a second floor unit of an elevator building hired a plumber to unplug a kitchen drain in the unit. The plumber snaked the drain down approximately 30 feet. The plumber replaced all dishwasher and kitchen sink drain piping, presumably due to the extent of the material clogging these pipes.

On May 23, 2011, the owner of first floor unit directly below the second floor unit reported to the condominium office problems with a clogged sink pipe due to work done on the second floor unit. The first floor owner contacted the Glendale Building Inspector who subsequently contacted Manchester Village reporting that the first floor unit kitchen sink was clogged as a result of the plumbing work completed by the owner of the second floor unit.

Manchester Village thereafter sent a letter to the owner of the second floor unit asking that they talk with the owner of the first floor unit directly below them to resolve the problem. The second floor unit owner sent Manchester Village a letter alleging that Manchester Village was responsible for the maintenance/repair of the pipes.

The pipes in question are drain pipes from first floor to the third floor units that run horizontally from each of the units' kitchens into a vertical pipe that drains into a horizontal pipe in the garage area. Approximately 26 feet from the drains serving those three stacked units are drains serving adjacent three stacked units that flow into the horizontal pipe. Manchester Village's maintenance staff removed the clog in the horizontal section of this pipe. Some of the information with respect to the facts as stated herein were obtained from staff of Manchester Village Owner's Association, Inc. and have not been independently verified.

Analysis: Pursuant to Article IV of Manchester Village's Restatement of Declaration of Condominium, the drains and pipes are limited common elements in both elevator buildings and townhouse buildings. Under this Article, the drains at issue are a limited common element.

Pursuant to Article VIII(1)(a), each unit owner is required to "maintain in good condition, repair and replace all components or installations within or appurtenant to the unit." Under Article VIII(1)(c) the unit owner shall "keep and maintain in good and orderly condition and repair-Limited Common Elements to the unit." Article X(11) states that "a unit owner is responsible for the waste pipes that run from his or her unit to the main waste lines," otherwise any problems with the waste lines are the responsibility of Manchester Village.

These articles of the Declaration indicate that a unit owner is responsible for the waste drain pipes connected to their unit up to the point where these drain pipes flow into a main drain line for the entire building. Because these pipes are a limited common element, the unit owners have a duty to maintain and repair these pipes.

It should also be noted that Article X (11) states that "Townhouses are defined as running from the individual unit to the clean out junction." In this case, the building in question is an elevator building, not a townhouse building. Therefore, this provision does not apply. This provision indicates that the pipes considered limited common elements in townhouse buildings are different from those in elevator buildings.

Moreover, under Article VIII(1)(d) of the Declaration, a unit owner must "repair or replace/and or incur the cost associated with any portion of the Common Elements damaged by the owner or owner's family, guests, invitee." Even assuming that the unit owners are somehow not responsible for the regular care and maintenance of the drain pipes at issue, the second floor unit owner's action of snaking the drain and pushing the clot into the horizontal section of the plumbing would constitute damage under Article VIII(1)(d). Due to second floor unit owner's negligence, unclogging the pipe that was not previously clogged is the responsibility of the owner of the second floor unit.

Conclusion: Because the drain pipes at issue are limited common elements, responsibility for unclogging the pipes falls to the owners of the three stacked units on the three floors. Because the actions of the owner of the second floor unit caused damage to the condominium, the second floor unit owner should bear the responsibility of paying for the damage.

Martin J. Greenberg

Martin J. Greenberg

Brad L. F. Hoeschen

Navdeep Singh

Jill Draeger

Jordana Thomadsen

GREENBERG & HOESCHEN

A Limited Liability Company

3127 West Wisconsin Avenue
Milwaukee, WI 53208
Phone: 414-271-4849
Fax: 414-271-1884

RECEIVED
NOV 07 2006

MEMORANDUM

TO: Michael Marx

FROM: Martin J. Greenberg

DATE: November 6, 2006

RE: Who is responsible for cleaning townhouse clothes dryer vents – Unit Owners or the Association?

Article IV, Description of Building - Limited Common Elements, indicates that, "The Townhouses-Limited Common Elements consist of the footings, foundations, roofs, main walls and all other supports and structural parts of the Townhouses, the entrance foyers and lobbies, exits, hallways, staircases and partial basements contained in the Townhouses, the twelve (12) garage buildings on the Condominium, the boilers, water heaters, pipes, ducts, electrical wiring and conduits, central heating systems, drains, and all other portions of and improvements, fixtures, equipment, systems, and facilities located in or on the Townhouses, except in or on the individual units contained therein. The Townhouses-Limited Common Elements are reserved for the exclusive use of the owners or occupants of the units in the Townhouses."

Article VIII, Maintenance, Alteration and Improvement of Condominium, Section 1(c) indicates that each unit owner shall keep and maintain in good and orderly condition and repair - Limited Common Elements to the unit, including the inside parking stalls to the unit. If any such stall has an overhead door, the overhead door must be maintained. The Association will be responsible for the painting and repairing of the balcony railing, the underside of the balconies and all other exterior and interior limited common elements.

Article X, Restrictions of Use and Transfer, Section 11, indicates that the owner of a unit shall not own any main water lines, main waste pipes, roof drains, main power lines and conduits up to individual breaker boxes, unless the utility is utilized to serve more than one unit as a tenant in common with the other unit owner. A unit owner is responsible for the pipes from his or her unit to the main water supply lines. A unit owner is also responsible for the waste pipes that run from his or her unit to the main waste lines. (Townhouses are defined as running from the individual unit to the clean out junction.) Under all other circumstances it is deemed to be the responsibility of the Association.

By-Laws Article VIII, Obligations of the Unit Owners, Section 1, Maintenance and Repair, indicates that every unit owner must perform promptly all maintenance and repair work within his own unit and within or on the unit - Limited Common Elements appurtenant to his/her unit. The unit owner must use licensed electricians or plumbers for repairs relating to the above. The unit owner shall keep any patio or balcony appurtenant to his/her unit in a clean and neat condition and is expressly responsible for the damage and liabilities that his/her failure to do so may engender. However, to assure uniformity of painting and staining for the purpose of maintaining the external appearance of the complex, and for this purpose only, the railings and the external ceilings of the outside patios (as to units on the first story of the Elevator Buildings and as to Type Split units) or balconies (as to units on second and third stories of the Elevator Buildings and as to Type Split/Den Units) shall be considered the responsibility of Manchester Village Condominium Association to paint or stain these patio and balcony railings and ceilings as deemed necessary.

It appears from the Condominium Declaration that the clothes dryer vents are Townhouse - Limited Common Elements. This conclusion can be reached by a reading of Article IV, Description of Building - Limited Common Elements. In that section the Townhouse - Limited Common Elements consist of pipes, ducts, and conduits, and all other portions of improvements, fixtures, equipment, systems and facilities located in or on the Townhouses. The maintenance requirement is thereafter expressed in Article VIII wherein each Unit Owner shall keep and maintain in good and orderly condition and repair the limited common elements to the Unit.

Martin J. Greenberg

Martin J. Greenberg
Brad L.F. Hoeschen
Navdeep Singh
Jill Draeger
Jordana Thomadsen

APR 0 7 2010

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Milwaukee, WI 53208
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greenberglaw@greenberg-hoeschen.com

GREENBERG & HOESCHEN, LLC

A Limited Liability Company

Attorneys at Law

April 6, 2010

Manchester Village Board of Directors
2400 West Good Hope Road
Glendale, WI 53209

I. Introduction

You have requested a legal opinion regarding the actual and financial responsibility for repair of an outside patio located at Manchester Village Condominium.

II. Documents Reviewed

1. Restatement of Declaration of Condominium of Manchester Village Condominium.
2. By-Laws of Manchester Village Owner's Association, Inc.

III. Rule and Analysis

Article V of the Restatement of Declaration of Condominium of Manchester Village Condominium (the "Declaration") is entitled "DESCRIPTION OF UNIT – LIMITED COMMON ELEMENTS". Paragraph 1 of Article V classifies an "outside patio" as a limited common element. Article VII of the Declaration is entitled "MAINTENANCE, ALTERATION AND IMPROVEMENT OF CONDOMINIUM". Paragraph 1(c) states that

> Each unit owner shall keep and maintain in good and orderly condition and repair – Limited Common Elements to the unit, including the inside parking stalls to the unit... The Association will be responsible for the painting and repairing of balcony railing, the underside of the balconies and all other exterior and interior limited common elements.

The Manchester Village Owner's Association, Inc. (the "MVOA") is responsible for performing the actual repair pursuant to the Declaration. However, since the patio is a limited common element of a unit as stated in the Declaration, the unit owner is responsible for the cost to repair the patio.

IV. Conclusions and Recommendations

Unit owners are financially responsible for the maintenance and repair of limited common elements to the unit; however, the MVOA is responsible for undertaking such maintenance and repair. Therefore, the unit owner should be sent written notice that repairs to the outside patio are required. The notice should further state that the MVOA will undertake the repairs pursuant to the Declaration and charge the unit owner for the cost of the repairs.

Sincerely,

Martin J. Greenberg

REPUBLIC ASSOCIATES OF WISCONSIN, INC.

1109 N. Mayfair Rd., Suite 110 Wauwatosa, WI 53226

Phone: (414) 258-0555
1 (800) 776-3635
Fax: (414) 258-0260

MEMORANDUM

TO: Manchester Village Board of Directors
2400 W. Good Hope Road
Glendale, WI 53209

FROM: Craig Lemke
Republic Associates of WI, Inc.

DATE: June 22, 2007

RE: Potential Liability Hazards

I understand some unit owners have placed stepping stones or have created patio extensions in common areas contrary to the bylaws of the association. As the insurance agent for the condo association I have to recommend against this practice. It is unwise for the association to allow any alterations to common areas other than those done by the association. To do otherwise has the potential to create a liability exposure for the association based on the action of an individual unit owner. Even with a small likelihood of incident, it is a risk not worth taking by the association.

Insurance companies expect claims. They also expect their insured's to do all within their power prevent claims by maintaining safe conditions. If there were a claim and the insurance company learned that it resulted from the association allowing activity contrary to the bylaws, it would put the management of the association in a negative light. They would rightfully feel that the claim could have been prevented by simple enforcement of the by laws. This could lead to increased premiums or even cancellation of insurance.

It is my suggestion that common areas are brought into compliance with the bylaws and that they are maintained that way.

Sincerely,

Craig Lemke

Craig Lemke, *President*
Paul Polaski, *Associate*
Peter J. West, *WMBD Insurance*
Ralph L. McCarthy Sr., *McCarthy Financial Services*
Gerald P. Scott, *Associate*
Herb Edlund, *Associate*
Robert A. Dempsey, *Associate*
Bob Maynard, *Associate*

Republic Associates of Wisconsin, Inc.

MAY 09 2011

MEMORANDUM

TO: Manchester Village Board of Directors
2400 W. Good Hope Road
Glendale, WI 53209

FROM: Craig Lemke
Republic Associates of WI, Inc.

DATE: May 7, 2011

RE: Potential Liability Hazards

I understand some unit owners have shoveled pathways in the snow in common areas where no sidewalks exist contrary to the bylaws of the association. As the insurance agent for the condo association I have to recommend against this practice. It is unwise for the association to allow any alterations to common areas other than those done by the association. To do otherwise has the potential to create a liability exposure for the association based on the action of an individual unit owner. Even with a small likelihood of incident, it is a risk not worth taking by the association.

Insurance companies expect claims. They also expect their insured's to do all within their power prevent claims by maintaining safe conditions. If there were a claim and the insurance company learned that it resulted from the association allowing activity contrary to the bylaws, it would put the management of the association in a negative light. They would rightfully feel that the claim could have been prevented by simple enforcement of the by laws. This could lead to increased premiums or even cancellation of insurance.

It is my suggestion that common areas are brought into compliance with the bylaws and that they are maintained that way.

Sincerely,

Craig Lemke

1109 N. Mayfair Road, Suite 110 • Wauwatosa, WI 53226
phone 414/258-0555 • toll free 800/776-3635 • fax 414/258-0260 • web www.republicinsurance.com

MANCHESTER VILLAGE OWNERS ASSOCIATION, INC.
2400 WEST GOOD HOPE ROAD
GLENDALE, WI. 53209
414-352-5054

12/31/07

To: Unit Owners/Residents
From: Board of Directors

Please find attached rule: Manchester Maintenance Staff Access to Mechanical Systems in Private Storage Units.

Keep this document with your Decs & By-Laws, Executive Summary, Rules and Regulations and other condominium materials.

Thank you.

MANCHESTER VILLAGE OWNERS ASSOCIATION, INC.
2400 WEST GOOD HOPE ROAD
GLENDALE, WI. 53209
414-352-5054

12/31/07

RULE: MANCHESTER MAINTENANCE STAFF ACCESS TO MECHANICAL SYSTEMS IN PRIVATE STORAGE UNITS

It has come to the attention of the Manchester Village Owners Association, Inc. ("Manchester Association") that certain portions of mechanical systems, including shut-off valves and other important points of access, were originally installed in the private storage units of Townhouse Units and certain other units to which the Manchester Association's maintenance staff does not have the necessary access in the event of an emergency. The purpose of this rule is to allow for prompt maintenance and repair by providing systematic access to those lockers in the event of an emergency while at the same time protecting the property within the storage unit by eliminating the need to have storage lockers unlocked and unattended.

Rule:

All Townhouse Units and Units #227, #324, and #360 shall provide copies of their storage locker keys by delivering the same in a marked envelope to the office by February 1, 2008. If the unit owner fails to comply with this request, MVOA staff may find it necessary to initiate forced entry into the locker unit. Any resulting damages will be the unit owner's responsibility.

Any storage unit in the future which is discovered to house mechanical systems will also be required to provide keys to the storage unit in order to allow emergency entry to said storage unit.

These keys will be stored in secure lock-boxes accessible only by Manchester Association staff and will be used only to gain access to mechanical systems within these storage units. In the event maintenance staff requires access to a storage unit, the staff will first attempt to contact the unit owner. If access is then required through the use of the lock-box key, this entry will be documented and a report of the entry will be provided to the unit owner. Such report will include the date, time, and reason for the entry.

Remedies:

The Board shall be empowered to use any and all remedies to enforce this Rule including, but not limited to, injunctive relief and fines. The Unit Owner shall be responsible for all costs incurred, including attorney fees, for any failure to provide the Manchester Association with a current storage unit key by the applicable date.

MANCHESTER VILLAGE OWNERS ASSOCIATION, INC.
2400 WEST GOOD HOPE ROAD
GLENDALE WI 53209
414-352-5054
FAX: 414-352-7148

05/17/07

To: Unit Owners/Residents
From: Board of Directors

Re: ONE-VEHICLE LIMIT RULE

1. Any and all parking spaces located at Manchester Village Condominium, whether they be limited common elements or common elements, or whether they be indoor or outdoor parking spaces, shall be limited to the parking of only one vehicle in such space. The intent and purpose of this Rule is to prevent the placement in said space of any vehicle, object, personal property, other than the one vehicle designated in this Rule. The placement of any other object, vehicle, or personal property in a parking space shall be deemed to constitute storage and in violation of Article X of the Declaration.

   This rule shall not apply to Townhouse Unit enclosed garages, providing that the placement of more than one vehicle or any other object of personal property in said garage space does not violate the city of Glendale Ordinances or create a health or safety hazard for Manchester Village residents. However, it shall be a violation of this Rule for vehicles, personal property, or other objects to be parked or placed in front of garages belonging to Townhouse units.

2. Remedies: The Board shall be empowered to use any and all remedies to enforce this One-Vehicle Limit Rule including, but not limited to, injunctive relief, fines, and to cause the vehicles to be ticketed and/or towed away and/or otherwise removed. The Unit Owner shall be responsible for all costs incurred including attorney fees.

Please keep this document with your Decs & By-Laws, the Executive Summary, and all other rules & regulations.

MANCHESTER VILLAGE OWNERS ASSOCIATION, INC.
2400 WEST GOOD HOPE ROAD
GLENDALE WI 53209
414-352-5054
FAX: 414-352-7148

08/17/06

To: Unit Owners
From: Board of Directors

Re: Collection of Late Maintenance Fees

Although the vast majority of the residents submit their maintenance fees in a timely manner, it is vitally important that the rules governing maintenance fees be diligently and uniformly enforced.

As such, pursuant to the Decs and By-Laws of Manchester Village, all unit owners are assessed a monthly maintenance fee. This fee is due on the first (1st) of each month.

Any payment received after the tenth (10th) is deemed delinquent and a $20.00 late fee will be charged to your account for that month.

If the maintenance fee plus late fee is not paid by the tenth (10th) of the following month, an additional $20.00 late fee will be charged to your account for the current month plus a $10.00 late fee penalty will be added to your total arrears.

MVOA is obligated to initiate legal action for any maintenance fees (including late and penalty charges) not paid by the (10th) of the third month.

Legal fees incurred for the purpose of collecting late maintenance fees and their penalties will be charged to the unit owner.

Thank you in advance for your understanding regarding this important matter.

Law Office of
MARTIN J. GREENBERG, LLC

3127 West Wisconsin Avenue
Milwaukee, WI 53208
414-271-4849 phone
414-271-1884 fax

Martin J. Greenberg

Jill Draeger

MEMORANDUM

TO: Michael Marx

FROM: Martin J. Greenberg

DATE: November 18, 2011

RE: Estate Sales

Michael:

Enclosed are a number of Estate Sales rule which should be signed by all board members.

ESTATE SALES

WHEREAS, on or about the 12th day of February, 1991, the then board of the Manchester Village Owners Association, Inc. passed a rule entitled "Estate Sales," a copy of which rule is attached hereto and made a part hereof as Exhibit A;

WHEREAS, on November 16, 2011, at a regularly constituted meeting of the board of directors of the Manchester Village Owners Association, Inc., the board by unanimous vote decided to declare the rule on estate sales dated February 12, 1991, of no further force and effect and to rescind the same;

WHEREAS, the current board believes that such estate sales, rummage sales and garage sales expose Manchester Village to potential liability for injuries to third parties, increased maintenance costs to common areas and/or claims by unit owners arising from third parties attending such sales, and, as a result therefore;

WHEREAS, the board of directors of Manchester Village Owners Association adopts the following rule to replace the rule dated February 12, 1991:

COMMENCING November 16, 2011, no estate sales, rummage sales or garage sales shall be held in units or on the common areas or limited common areas of Manchester Village Condominiums and the same shall be prohibited without exception.

Dated and accepted this 16th day of November, 2011.

BOARD OF DIRECTORS:

MANCHESTER VILLAGE OWNERS ASSOCIATION, INC.
2400 WEST GOOD HOPE ROAD
GLENDALE, WI. 53209
414-352-5054

07/12/06

To: All Residents
From: Board of Directors

Re: Garden Hoses

The use of garden hoses by residents or owners of Manchester Village is prohibited. This is necessary to provide a safe environment for all who use our grounds.

Most recently, we have had incidents where residents left hoses on the sidewalks and common areas. This causes a hazard to anyone walking our property. Our maintenance staff can not be responsible for monitoring the equipment they do not set up.

Water hoses turned on by residents has been left running over night posing a threat of severe flooding to the adjacent units.

Several outside faucets are not operational, because the handles have been broken and the threads damaged.

Please remove all personal garden hoses from the common areas and refrain from using the MVOA hoses immediately.

If a hose is needed to clean an air conditioner unit, please contact the office between 8:30AM and 2:30PM, Monday thru Friday.

Your cooperation will help to provide a safe environment for all.

MANCHESTER VILLAGE OWERS ASSOCIATION, INC.
2400 WEST GOOD HOPE ROAD
GLENDALE, WI. 53209
414-352-5054
FAX: 414-352-7148

03/08/06

To: Unit Owners/Residents
From: Board of Directors

Previously, you were informed that a resident was seriously scalded by hot water in their shower/tub. To the best of our knowledge, this was an isolated incident that has occurred, at least reportedly, once during the term of condominium ownership, so that this is not a regularly occurring situation.

The incident involved an insurance claim being made and an insurance claim ultimately being paid.

MVOA would like to inform you of the availability of water temperature control valves for tub, shower, and kitchen fixtures. Water temperature control valves are designed to prevent severe fluctuation in water temperature.

Please contact a licensed plumber for further information regarding cost and reliability of such equipment.

Pursuant to the Declaration and By-Laws, the faucets and plumbing in each unit are the responsibility of the unit owner. This includes any repairs, additions, improvement, and maintenance of such equipment.

MANCHESTER VILLAGE OWNERS ASSOCIATION, INC.
2400 WEST GOOD HOPE ROAD
GLENDALE WI 53209
414-352-5054
FAX: 414-352-7148

02/05/08

To: Unit Owner
From: Board of Directors

Re: Emergency Call Policy

The following situations are considered MVOA emergencies. Please report to the office immediately.

All Security Doors
Building Loss of Electricity
Elevators Out of Order
Garage Doors (elevator buildings only)
No Heat (during the heating season)
No Water
Water Damage

Any emergency relating to non common areas as defined by the Decs & By-Laws is the responsibility of the unit owners.

If our maintenance staff is called for a situation that is not an MVOA common area emergency after normal working hours, there will be a trip charge of $50.00 and a minimum labor charge of $37.50 for a total of $87.50, minimum charge to that unit owner.

For additional time beyond the initial one hour, charges will be prorated based on $37.50 per hour.

Between the hours of 8:00 a.m. – 3:00 p.m. Monday thru Friday, except for Holidays unit owners will not be charged.

UNIT OWNER'S EMERGENCY

Unit owner emergency is the responsibility of the unit owner. If emergency occurs that requires access to your unit while you are at work, please make arrangements for our staff to access your unit.

In the event the MVOA staff is called for an emergency for a unit and access to the unit is not provided, the unit owner will be responsible for the trip charge and minimum labor charge.

MVOA EMERGENCIES:
414-352-5054 AFTER NORMAL MVOA WORKING HOURS LEAVE MESSAGE WITH THE ANSWERING SERVICE.

All Security Doors
Building Loss of Electricity
Elevators Out of Order
Garage Doors (elevator buildings only)
No Heat (during the heating season)
No Water
Water Damage

CALL 911:

Smoke/Fire
Commission of Crime
Hazardous Chemical Spills
Gas Leakage
Gasoline Leakage

LISTED BELOW CALL GLENDALE POLICE DEPARTMENT:
414-962-4619

Disturbing the Peace
Excessive Noise
Vandalism
Anything Suspicious

**** If you are not sure dial 911 from Land Line Home #****

Emergency # for Glendale from cell phone is 414-228-1100


POLICE
CITY OF GLENDALE
RICH PAST - BRIGHT FUTURE
WIS.
GLENDALE
POLICE DEPARTMENT
CALL 9-1-1
POLICE NON-EMERGENCY DISPATCH CENTER ~~228-1100~~
POLICE DEPARTMENT ADMINISTRATION 228-1753
POLICE CRIME PREVENTION UNIT 228-1741
NORTHSHORE CRIME STOPPERS 962-HALT
http://pd.glendale-wi.org

962-4619

North Shore Fire Department

FIRE PREVENTION BUREAU
665 EAST BROWN DEER ROAD
BAYSIDE, WISCONSIN 53217
WWW.NSFIRE.ORG

JUN 0 1 2010

May 24, 2010

Manchester Village Owner's Association
2400 W. Good Hope Road
Glendale, WI 53209

Manchester Village Owner's Association,

I was recently at your establishment, for an unrelated reason, and noticed grills on some of the condominium balconies.

Grilling on decks and patios poses a fire hazard. 2009 edition of NFPA 1 applies to and is enforced in the North Shore Communities:

10.11.6 For other than one- and two-family dwellings, no hibachi, grill, or other similar devices used for cooking, heating, or any other purpose shall be used or kindled on any balcony, under any overhanging portion, or within 10 ft (3 m) of any structure.

I have enclosed a grilling article that you may distribute to residents or post if you wish.

If you would like a fire safety presentation, we would be very happy to present to your residents. We could speak on general fire safety, to include grilling, or touch on other specific fire safety topics of interest, such as cooking safety, escape planning, planning around your abilities, etc.

Our presentations are designed to fit your needs, schedules, and time availability.

For a fire safety presentation, please contact me at jglanz@nsfire.org or 414-228-0292.

Have a safe day!

Sincerely,

Jill K. Glanz
Public Education Specialist
North Shore Fire Department
665 E. Brown Deer Road
Bayside, Wisconsin 53217
jglanz@nsfire.org
414-228-0292
www.nsfire.org.

FUCHS & BOYLE, S. C.
ATTORNEYS AT LAW

TELEPHONE: (414) 257-1800
FACSIMILE: (414) 257-1510
fdb@fdblaw.com

MAYFAIR CROSSING, SUITE 210
1233 NORTH MAYFAIR ROAD
MILWAUKEE, WISCONSIN 53226-3255

JOHN F. FUCHS
COURT COMMISSIONER
REBECCA D. BOYLE
COURT COMMISSIONER

October 15, 2010

Michael J. Marx, President
Manchester Village Owners Association, Inc.
2400 West Good Hope Road
Glendale, WI 53209

Re: Outdoor Grills

Dear Mr. Marx:

I am writing you in my capacity as City Attorney regarding the maintenance of outdoor grills at your condominium development. Chief Whitaker of the North Shore Fire Department has personally viewed the premises. He has advised that he will follow up shortly. His approach is that where imminent danger exists, or a complaint, the current NFPA Code, which prohibits even electric grills on balconies, will be enforced. Absent such circumstances, matters will be assessed on a case by case basis to assure public and private safety. The Chief will provide me specifics as to whether there appears to be a problem at your particular development sometime within the next week. I will then report back to you.

Very truly yours,

OFFICE OF THE GLENDALE CITY ATTORNEY

John F. Fuchs
JFF/kmb

cc: Chief Robert C. Whitaker, NSFD (Via Email Only)

MANCHESTER VILLAGE OWNERS ASSOCIATION, INC.
2400 WEST GOOD HOPE ROAD
GLENDALE, WI 53209
414-352-5054
FAX: 414-352-7148

May 15, 2015

To: Residents/Unit Owners

From: Board of Directors

Re: Outdoor Grills

Dear Residents:

It has been reported that some residents have been grilling on patios/balconies.

Per the North Shore Fire Department no cooking equipment is allowed on patios/balconies, this includes propane gas, charcoal and electric grills. Grilling on patios/balconies poses a fire hazard.

For other than one-and two-family dwellings, no hibachi, grill, or other similar devices used for cooking, heating, or any other purpose shall be used or kindled on any balcony, under any overhanging portion, or within 10 ft. (3 m) of any structure.

For other than one-and two-family dwellings, no hibachi, grill, or other similar devices used for cooking shall be stored on a balcony.

Please see attached General Safety Requirements (10.11.6.1 and 10.11.6.2) from the North Shore Fire Department.

Thank you for your cooperation regarding this matter.

APR 0 2 2014

10.9.3.6 The curriculum shall comply with applicable regulatory and program requirements. [*1600*:6.11.6]

10.9.3.7* A public education program shall be implemented to communicate the following:

(1) Potential hazard impacts
(2) Preparedness information
(3) Information needed to develop a preparedness plan

[*1600*:6.11.7]

10.10 Smoking.

10.10.1 Where smoking is considered a fire hazard, the AHJ shall be authorized to order the owner in writing to post "No Smoking" signs in conspicuous, designated locations where smoking is prohibited.

10.10.2 In areas where smoking is permitted, noncombustible ashtrays shall be provided.

10.10.3 Removal or destruction of any required "No Smoking" sign shall be prohibited.

10.10.4 Smoking or depositing any lighted or smoldering substance in a place where required "No Smoking" signs are posted shall be prohibited.

10.11 Open Flame, Candles, Open Fires, and Incinerators.

10.11.1 **Permits.** Permits, where required, shall comply with Section 1.12.

10.11.1.1 Permits shall not be required for cooking and recreational fires.

10.11.1.2 Where burning is conducted on public property or the property of someone other than the permit applicant, the permit applicant shall demonstrate that permission has been obtained by the appropriate government agency, the owner, or the owner's authorized agent.

10.11.1.3 When limits for atmospheric conditions or hours restrict burning, such limits shall be designated in the permit restrictions.

10.11.1.4 Instructions or stipulations of permit shall be followed.

10.11.2 The AHJ shall have the authority to prohibit any or all open flames, candles, and open, recreational, and cooking fires or other sources of ignition, or establish special regulations on the use of any form of fire or smoking material where circumstances make such conditions hazardous.

10.11.3 Outdoor Fires.

10.11.3.1* Outdoor fires shall not be built, ignited, or maintained in or upon hazardous fire areas, except by permit from the AHJ.

10.11.3.2 Permanent barbecues, portable barbecues, outdoor fireplaces, or grills shall not be used for the disposal of rubbish, trash, or combustible waste material.

10.11.4 Open Fires.

10.11.4.1 Permitted open fires shall be located not less than 50 ft (15 m) from any structure.

10.11.4.2 Burning hours shall be prescribed by the AHJ.

10.11.4.3 Recreational fires shall not be located within 25 ft (7.6 m) of a structure or combustible material unless contained in an approved manner.

10.11.4.4 Conditions that could cause a fire to spread to within 25 ft (7.6 m) of a structure shall be eliminated prior to ignition.

10.11.5 Fire Attendant.

10.11.5.1 Open, recreational, and cooking fires shall be constantly attended by a competent person until such fire is extinguished.

10.11.5.2 This person shall have a garden hose connected to the water supply or other fire-extinguishing equipment readily available for use.

10.11.6 Cooking Equipment.

10.11.6.1 For other than one- and two-family dwellings, no hibachi, grill, or other similar devices used for cooking, heating, or any other purpose shall be used or kindled on any balcony, under any overhanging portion, or within 10 ft (3 m) of any structure.

10.11.6.2 For other than one-and two-family dwellings, no hibachi, grill, or other similar devices used for cooking shall be stored on a balcony.

10.11.6.3* Listed equipment permanently installed in accordance with its listing, applicable codes, and manufacturer's instructions shall be permitted.

10.11.7 Installation of Patio Heaters.

10.11.7.1 Patio heaters utilizing an integral LP-Gas container greater than 1.08 lb (0.49 kg) propane capacity shall comply with 10.11.7.2 and 10.11.7.3. [58:6.20.2.1]

10.11.7.2 Patio heaters shall be listed and used in accordance with their listing and the manufacturer's instructions. [58:6.20.2.2]

10.11.7.3 Patio heaters shall not be located within 5 ft (1.5 m) of exits from an assembly occupancy. [58:6.20.2.3]

10.11.8 Incinerators and Fireplaces.

10.11.8.1 Incinerators, outdoor fireplaces, permanent barbecues, and grills shall not be built, installed, or maintained without prior approval of the AHJ.

10.11.8.2 Incinerators, outdoor fireplaces, permanent barbecues, and grills shall be maintained in good repair and in a safe condition at all times.

10.11.8.3 Openings in incinerators, outdoor fireplaces, permanent barbecues, and grills shall be provided with an approved spark arrester, screen, or door.

10.11.9 Open-Flame Devices.

10.11.9.1* Welding torches, tar pots, decorative torches, and other devices, machines, or processes liable to start or cause fire shall not be operated or used in or upon any areas, except by permit from the AHJ.

10.11.9.2 Flame-employing devices, such as lanterns or kerosene road flares, and fuses shall not be operated or used as a signal or marker in or upon any areas unless at the scene of emergencies or railroad operations. *(See Chapter 16 and Chapter 65 for additional guidance.)*

10.11.10 Discontinuance. The AHJ shall be authorized to require any fire to be immediately discontinued if the fire is determined to constitute a hazardous condition.